

General Terms and Conditions Boeckenhoff Balance & Business

B. Boeckenhoff h.o.d.n. Boeckenhoff Balance & Business (hereinafter: Boeckenhoff Balance & Business) is registered with the Chamber of Commerce under number 81193955 and has its registered office at Maliebaan 71-18 (3581CG) in Utrecht. Boeckenhoff Balance & Business performs its services under the names BB4Balance and Böckenhoff Business Consulting. If this document mentions Boeckenhoff Balance & Business, this also refers to BB4Balance or Böckenhoff Business Consulting.

Article 1 - Definitions

1. In these general terms and conditions, the following terms are used in the following sense, unless expressly stated otherwise.
2. **Offer:** any offer or quotation to Customer to supply Products and/or to perform Services by Boeckenhoff Balance & Business.
3. **Company:** the natural or legal person acting in the exercise of a profession or business.
4. **Consumer:** the natural person not acting in the exercise of a profession or business.
5. **Participant:** the natural person who actually participates in the Services.
6. **Services:** the Services that Boeckenhoff Balance & Business offers are (online or remote) energy healing, massages, giving yoga, fascia training and sound sessions in the form of individual and/or group sessions as well as consultancy for Companies in the automotive industry.
7. **Boeckenhoff Balance & Business:** the provider of Products and/or the provider of Services.
8. **Customer** means the Consumer or Business that has appointed Boeckenhoff Balance & Business, granted projects to Boeckenhoff Balance & Business for Services performed by Boeckenhoff Balance & Business, or to which Boeckenhoff Balance & Business has made a proposal under an Agreement.
9. **Agreement:** the purchase agreement (at a distance) that extends to the sale and delivery of Products purchased by Customer from Boeckenhoff Balance & Business and other obligations between Customer and Boeckenhoff Balance & Business, as well as proposals by Boeckenhoff Balance & Business for Services provided by Boeckenhoff Balance & Business to Customer that are accepted by Customer and have been accepted and performed by Boeckenhoff Balance & Business with which these general terms and conditions form an indissoluble whole.

10. **Products:** the Products offered by Boeckenhoff Balance & Business are yoga supplies and related products.

Article 2 - Applicability

1. These general terms and conditions apply to any Offer made by Boeckenhoff Balance & Business, any Agreement between Boeckenhoff Balance & Business and Client, and any Service and/or Product offered by Boeckenhoff Balance & Business.

2. Before an Agreement (at a distance) is concluded, Customer will be provided with these general terms and conditions. If this is not reasonably possible, Boeckenhoff Balance & Business will indicate to the Customer in what way the Customer can view the general terms and conditions.

3. Deviation from these general terms and conditions is not possible. In exceptional situations, it is possible to deviate from the general terms and conditions, provided this has been explicitly agreed in writing with Boeckenhoff Balance & Business.

4. These general terms and conditions shall also apply to additional, amended and follow-up orders from the Client.

5. The general terms and conditions of the Client are excluded.

6. If one or more provisions of these general terms and conditions are partially or fully void or voided, the remaining provisions of these general terms and conditions will remain in effect, and the void/c voided provision(s) will be replaced by a provision with the same intent as the original provision.

7. Uncertainties about the content, explanation or situations not regulated by these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.

8. The applicability of articles 7:404 BW, 7:407 paragraph 2 BW and the articles relating to consumer purchases (title 1 book 7 BW) is explicitly excluded.

9. Where reference is made in these General Terms and Conditions to she/he, this shall also be construed as a reference to he/she/it, if and to the extent applicable.

10. In the event that Boeckenhoff Balance & Business has not always demanded compliance with these general terms and conditions, it shall retain its right to demand compliance with these general terms and conditions in whole or in part.

Article 3 - The Offer

1. All offers made by Boeckenhoff Balance & Business are without obligation, unless expressly stated otherwise in writing. If the Offer is valid in a limited way or under specific conditions, this shall be expressly stated in the Offer.
2. Boeckenhoff Balance & Business is only bound by an Offer with respect to consultancy work if this is confirmed in writing by the Customer within 30 days. Nevertheless, Boeckenhoff Balance & Business has the right to refuse an Agreement with a (potential) Customer for a reason Boeckenhoff Balance & Business finds acceptable.
3. The offer shall contain a description of the Services and/or Products offered. The description is sufficiently specific to enable the Customer to make a proper assessment of the offer. Manifest errors or mistakes in the Offer cannot bind Boeckenhoff Balance & Business. Any images and specific data in the Offer are merely indicative and cannot be grounds for any compensation or for dissolving the (remote) Agreement. Boeckenhoff Balance & Business cannot guarantee that the colors in the image correspond exactly to the real colors of the Product.
4. Offers or quotations do not automatically apply to follow-up orders.
5. Delivery times in the offer of Boeckenhoff Balance & Business are in principle indicative and if exceeded do not give the Customer the right to dissolution or compensation, unless expressly agreed otherwise.

Article 4 - Realization of the Agreement

1. The Agreement is formed at the moment that Customer has accepted an Offer or Agreement from Boeckenhoff Balance & Business by explicitly and unambiguously agreeing to the Offer by e-mail. If the Agreement is made verbally or via WhatsApp, Boeckenhoff Balance & Business will confirm this in writing and the Agreement is concluded at the moment Boeckenhoff Balance & Business has confirmed this.
2. Boeckenhoff Balance & Business has the right to revoke the (signed) Agreement within 5 working days after receipt of the acceptance. In this case, the Customer has no right to compensation.
3. Boeckenhoff Balance & Business is not bound by an Offer if the Client could reasonably have expected or should have understood that the Offer contains an obvious mistake or clerical error. The Customer cannot derive any rights from this mistake or error.
4. If the Client cancels an order that has already been confirmed, the actual costs already incurred (including time spent) will be charged to the Client.

5. Any Agreement entered into with Boeckenhoff Balance & Business or any project awarded to Boeckenhoff Balance & Business by Customer rests with the Company and not with any individual associated with Boeckenhoff Balance & Business.

6. The right of withdrawal of Customer being a Company is excluded, unless otherwise agreed. The Customer, being a Consumer, has a right of withdrawal during the statutory period of 14 days, unless Boeckenhoff Balance & Business has already started the Service with the Customer's permission. Customer waives its right of withdrawal by means of this permission.

7. In case of physical Products, the Client also has the right to exercise its right of withdrawal within the statutory period. If withdrawal is applicable, the Client shall handle the Product and its packaging with care. It shall only unpack or use the Product to the extent necessary to determine the nature, characteristics and functioning of the Product. The direct costs of returning the Product shall be borne by the Customer.

8. If the Agreement is entered into by more than one Principal, each Principal shall be jointly and severally liable for the performance of all obligations arising from the Agreement.

Article 5 - Duration of the Agreement

1. The Agreement shall be entered into for a definite period of time, unless the content, nature or tenor of the assignment entails that it is entered into for an indefinite period of time. The duration of the order also depends on external factors including, but not limited to, the quality and timely delivery of the information that Boeckenhoff Balance & Business obtains from the Customer.

2. Both Customer and Boeckenhoff Balance & Business may dissolve the Agreement on the grounds of an attributable failure in the performance of the Agreement if the other party has been declared to be in default in writing and has been given a reasonable term to fulfil its obligations and it still fails to fulfil its obligations correctly. This also includes the Customer's payment and cooperation obligations.

3. Dissolution of the Agreement shall not affect the Customer's payment obligations insofar as Boeckenhoff Balance & Business has already performed work or delivered services at the time of dissolution. Customer shall pay the agreed remuneration.

4. In the event of early termination of the Agreement, Customer shall owe Boeckenhoff Balance & Business the actual costs incurred up to that time at the agreed (hourly) rate. The time registration of Boeckenhoff Balance & Business shall be leading in this matter.

5. Both Customer and Boeckenhoff Balance & Business can terminate the Agreement in whole or in part in writing with immediate effect without further notice of default if one of the parties is in a state of suspension of payments, bankruptcy has been applied for or the company concerned ends by liquidation. If a situation such as the above occurs, Boeckenhoff Balance & Business shall never be obliged to refund funds already received and/or compensation for damages.

6. If an appointment that has already been scheduled is cancelled by Customer from 24 hours to the commencement date, Boeckenhoff Balance & Business shall be entitled to charge Customer for the time reserved for this on the basis of the established (hourly) rate, as well as for the costs already incurred for the execution of the Agreement.

Article 6 - Execution of the service

1. Boeckenhoff Balance & Business shall make every effort to carry out the agreed service with the greatest possible care as may be expected of a good service provider. Boeckenhoff Balance & Business guarantees a professional and independent service. All Services shall be carried out on the basis of an obligation to perform to the best of one's ability, unless a result has been explicitly agreed upon in writing and described in detail.

2. The Agreement on the basis of which Boeckenhoff Balance & Business performs the Services is leading for the scope and extent of the services. The Agreement will only be performed for the benefit of the Customer. Third parties cannot derive any rights from the content of the Services performed in connection with the Agreement.

3. The information and data provided by Customer is the basis on which the Services offered by Boeckenhoff Balance & Business and the prices are based. Boeckenhoff Balance & Business has the right to adjust its services and prices if the information provided is incorrect and/or incomplete.

4. When performing the Services, Boeckenhoff Balance & Business is not obliged or required to follow Customer's instructions if this changes the content or scope of the agreed Services. If the instructions result in further work for Boeckenhoff Balance & Business, Customer shall be obliged to pay the additional additional costs accordingly on the basis of a new quotation.

5. Boeckenhoff Balance & Business is entitled to engage third parties to perform the Services at its discretion.

6. If the nature and duration of the assignment require it, Boeckenhoff Balance & Business will keep Client informed of progress in the interim via the agreed method.

7. The performance of the Services is based on the information provided by the Client. If the information needs to be changed, this may have consequences for a possible established planning. Boeckenhoff Balance & Business shall never be liable for adjusting the planning. If the start, progress or delivery of the Services is delayed because, for example, the Customer has not provided all requested information, or has not done so on time, or has not provided it in the desired format, or has not cooperated sufficiently, or if Boeckenhoff Balance & Business has not received a deposit on time, or if there is a delay due to other circumstances, which are at the expense and risk of the Customer, Boeckenhoff Balance & Business shall be entitled to a reasonable extension of the term of delivery. All damage and additional costs resulting from a delay due to a cause as mentioned above shall be at the expense and risk of Customer.

Article 7 - Advice and/or Consultancy

1. Boeckenhoff Balance & Business may, if instructed, draw up an advice, plan of approach, design, report, planning and/or report for the provision of services. The content of this advice is not binding and is only advisory in nature, yet Boeckenhoff Balance & Business shall observe its duty of care. The client decides at his own responsibility whether to follow the advice.

2. Advice provided by Boeckenhoff Balance & Business, in whatever form, can never be regarded as binding advice.

3. Client is obliged at the first request of Boeckenhoff Balance & Business to evaluate proposals provided by it. If Boeckenhoff Balance & Business is delayed in its work, due to the fact that Client does not or not in a timely manner provide an assessment on a proposal made by Boeckenhoff Balance & Business, Client shall at all times be responsible for the consequences, such as delay, that arise from this.

4. The nature of the services entails that the result is at all times dependent on external factors that may influence the reports and advice of Boeckenhoff Balance & Business, such as the quality, accuracy and timely delivery of required information and data from the Client and its employees. The Client is responsible for the quality and for the timely and correct delivery of the required data and information.

Article 9 - Energy healing, fascia training, yoga, massages, sound sessions and meditations.

1. If instructed, Boeckenhoff Balance & Business can provide energy healing, yoga and/or massages for Customer and/or its employees. The aforementioned services can take place in the form of an individual session and/or a group session.
2. The session will take place online through a channel and/or program designated by Boeckenhoff Balance & Business.
3. The session may take place at Customer's location or at a location of Boeckenhoff Balance & Business to be determined. If the session takes place at the location of the Customer, the Customer is obliged to provide the facilities required for the session on time. If a session cannot take place or is delayed because Customer has not fulfilled the above obligation, all consequences of this shall be at the expense and risk of Customer. Boeckenhoff Balance & Business is also entitled to give instructions concerning the suitability of the location and the facilities present there before the session starts.
4. Participant is required to be present at the specified location at least 5 minutes before the start of the session.
5. If Participant is not present in time for the session, Boeckenhoff Balance & Business has the right to refuse the Participant in question for the session. Participant shall not be entitled to a refund of monies already paid.
6. If Participant does not show up for the session, Boeckenhoff Balance & Business is entitled to charge for the reserved time. Participant shall not be entitled to a refund of monies already paid.
7. The content of the session offered by Boeckenhoff Balance & Business and the advice given during the session are not binding and are of an advisory nature only, but Boeckenhoff Balance & Business shall observe its duty of care. The session shall be tailored as far as possible to the wishes of Customer and the needs of the participant(s) concerned.
8. Client shall notify Boeckenhoff Balance & Business in writing or verbally prior to the start of the session of all circumstances that are or may be of importance including any points and priorities that Client wishes to be addressed. If Customer indicates this verbally, Boeckenhoff Balance & Business will confirm this in writing.
9. Boeckenhoff Balance & Business is entitled to cancel or reschedule the session to another date if there are too few registrations. It is at the sole discretion of Boeckenhoff Balance & Business to move the session. If Customer is not available on the new date set, Customer is entitled to a pro rata refund of

money already paid, or can participate in the session on another date. Parties will consult on this matter. If there are too many registrations, Boeckenhoff Balance & Business is entitled to have the session take place in several sessions. If all places for the session are booked up, Boeckenhoff Balance & Business may refuse participants. If applicable, the aforementioned situation will be discussed with Customer in a timely manner.

Article 10 - Dispatch

1. The Client is obliged to take delivery of the goods at the moment they are made available to it in accordance with the Agreement, even if they are offered to it earlier or later than agreed.
2. If Customer refuses to take delivery or is negligent in providing information or instructions necessary for delivery, Boeckenhoff Balance & Business shall be entitled to store the items at Customer's expense and risk.
3. If Products are delivered by Boeckenhoff Balance & Business or an external carrier, Boeckenhoff Balance & Business shall be entitled to charge any delivery costs, unless otherwise agreed in writing. These will then be invoiced separately unless expressly agreed otherwise.
4. If Boeckenhoff Balance & Business requires information from Customer as part of the execution of the Agreement, the delivery time shall not commence until Customer has provided Boeckenhoff Balance & Business with all information necessary for the execution.
5. Boeckenhoff Balance & Business reserves the right to refuse shipment if there is a well-founded fear of non-payment.

Article 11 - Packaging and transport

1. Boeckenhoff Balance & Business undertakes towards the Customer to package the goods to be delivered properly and to secure them in such a way that, when used normally, they reach their destination in good condition.
2. Unless otherwise agreed in writing, all deliveries shall be inclusive of sales tax (VAT), including packaging and packaging materials.
3. Acceptance of goods without any comments or observations on the bill of lading or receipt shall be considered proof that the packaging was in good condition at the time of delivery.

Article 12 - Investigation, complaints

1. This article applies only to the Products delivered by Boeckenhoff Balance & Business.
2. Customer shall be obliged to examine (or cause to be examined) the Products delivered at the moment of delivery, but in any case within 14 days of receipt of the Products, but only to unpack or use them to the extent necessary to assess whether they retain the Product. In doing so, Customer must examine whether the quality and quantity of what is delivered corresponds to the Agreement and whether the Products meet the requirements that apply to them in normal (commercial) transactions.
3. Customer is obliged to investigate and inform himself on how to use the Product and, in case of personal use, to test the Product in accordance with the instructions for use. Boeckenhoff Balance & Business does not accept any liability for incorrect use of the Product by Customer.
4. Any visible defects or shortages must be reported in writing to Boeckenhoff Balance & Business after delivery at balanceandbusiness@gmail.com. The customer has a period of 14 days after delivery to do so. Non-visible defects or shortages must be reported within 14 days of discovery, but at the latest within 6 months of delivery. When the Product is damaged due to careless handling by Customer, Customer is responsible for possible depreciation of the Product.
5. If pursuant to the previous paragraph a complaint is made in time, Customer remains obliged to pay for the purchased goods. If Customer wishes to return defective items, this shall only take place with the prior written consent of Boeckenhoff Balance & Business in the manner indicated by Boeckenhoff Balance & Business.
6. If the Consumer exercises its right of withdrawal, it shall return the Product and all accessories, as far as reasonably possible, in original condition and packaging to Boeckenhoff Balance & Business, in accordance with the return instructions of Boeckenhoff Balance & Business. The direct costs for return shipments are at the expense and risk of Customer.
7. Boeckenhoff Balance & Business is entitled to initiate an investigation into the authenticity and condition of the returned Products before a refund will be made.
8. Refunds to Customer will be processed as soon as possible, but payment may take no longer than 30 days after receipt of the return. Refunds will be made to the account number previously provided, unless otherwise agreed.
9. If the Client exercises its right of complaint, it shall not be entitled to suspend its payment obligation or to set off outstanding invoices.

10. In the absence of a complete delivery, and/or if one or more Products are missing, and this is due to Boeckenhoff Balance & Business, Boeckenhoff Balance & Business will, following a request by Customer, send the missing Product(s) or cancel the remaining order. The confirmation of receipt of the Products shall be leading in this respect. Any damage suffered by Customer as a result of the (deviating) scope of the delivery cannot be recovered from Boeckenhoff Balance & Business.

Article 13 - Obligations of the Client

1. Customer is obliged to provide all information requested by Boeckenhoff Balance & Business, as well as relevant appendices and related information and data, on time and/or before commencement of the activities and in the desired form, for the purpose of a correct and efficient execution of the Agreement. Failing this, Boeckenhoff Balance & Business may not be able to realise a complete execution and/or delivery of the documents concerned. The consequences of such a situation are at all times at the expense and risk of Customer.

2. Boeckenhoff Balance & Business is not obligated to verify the accuracy and/or completeness of the information provided to it or to update Client regarding the information if it has changed over time, nor is Boeckenhoff Balance & Business responsible for the accuracy and completeness of the information compiled by Boeckenhoff Balance & Business for third parties and/or provided to third parties in the context of the Agreement.

3. Boeckenhoff Balance & Business may, if necessary for the execution of the Agreement, request additional information. Failing this, Boeckenhoff Balance & Business shall be entitled to suspend its activities until the information is received, without being obliged to pay any compensation for whatever reason to the Customer. In the event of changed circumstances, Customer shall inform Boeckenhoff Balance & Business immediately or at the latest 3 working days after the change has become known.

Article 14 - Additional work and modifications

1. If, during the execution of the Agreement, it becomes apparent that the Agreement needs to be amended, or further work is required at the request of Customer to achieve the desired result of Customer, Customer shall be obliged to pay for this additional work in accordance with the agreed rate. Boeckenhoff Balance & Business is not obliged to comply with this request, and may require Client to enter into a separate Agreement for this purpose and/or refer to an authorized third party.

2. If the additional work is the result of Boeckenhoff Balance & Business's negligence, Boeckenhoff Balance & Business made a wrong estimate or could have reasonably foreseen the work in question, these costs will not be passed on to Customer.

Article 15 - Prices and payment

1. During the period of validity of the Offer, the prices of the Products offered will not be increased, except in the case of changes in the governmentally imposed VAT rates.
2. All prices are in principle exclusive of sales tax (VAT), unless otherwise agreed. For Consumers, prices are shown inclusive of VAT.
3. The prices as mentioned in the Offer are based on the cost factors applicable at the time of the conclusion of the Agreement such as: the import and export duties, freight and unloading costs, insurance and any levies and taxes.
4. In case of Products or raw materials of which there are price fluctuations on the financial market and on which Boeckenhoff Balance & Business has no influence, Boeckenhoff Balance & Business may offer these Products with variable prices. The Offer shall state that the prices are guide prices and may fluctuate.
5. Client is obliged to fully reimburse the costs of third parties, who are deployed by Boeckenhoff Balance & Business her after approval of Client, unless expressly agreed otherwise.
6. The parties may agree that the Client should pay an advance. If an advance payment has been agreed, the Client must pay the advance payment before a start is made on the performance of the services.
7. Payment with respect to Yoga, Fascia Training, Sound sessions and meditations and Massages should preferably be made in advance in the currency of the invoice by the indicated method. In case of buying physical Products, payment should preferably be made in advance.
8. Boeckenhoff Balance & Business shall carry out its consultancy work in accordance with the agreed (hourly) rate. The costs of the work with respect to energy treatments/healing will be calculated afterwards based on the time registration drawn up by Boeckenhoff Balance & Business (subsequent calculation), unless otherwise agreed.
9. Travel time on behalf of Client, and costs related to travel will be charged to Client.
10. The Client cannot derive any rights or expectations from a budget issued in advance, unless the parties have expressly agreed otherwise.
11. Boeckenhoff Balance & Business is entitled to increase the applicable prices and rates annually in accordance with the applicable inflation rates. Other price changes during the Agreement are only possible if and insofar as they are explicitly laid down in the Agreement.

12. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation or petition for payment against the Client, the payment and all other obligations of the Client under the Agreement shall become immediately due and payable.

13. If Boeckenhoff Balance & Business has incurred more or higher costs that are reasonably necessary, these costs are eligible for reimbursement. Legal and execution costs incurred shall also be borne by the Client.

Article 16 - Collection policy

1. If the Customer does not meet its payment obligation and has not fulfilled its obligation within the set payment term of 14 days at the latest, the Customer, being a Company, will be in default by operation of law. The Customer, being a Consumer, will first receive a written reminder with a term of 14 days after the date of the reminder to fulfil the payment obligation with an indication of the extrajudicial costs if the Consumer fails to fulfil her obligations within that term, before she will be in default.

2. From the date that the Customer is in default, Boeckenhoff Balance & Business shall be entitled, without further notice of default, to the statutory commercial interest from the first day of default until full payment, and compensation for the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code to be calculated according to the graduated scale from the Decree on compensation for extrajudicial collection costs of 1 July 2012.

3. If Boeckenhoff Balance & Business has incurred more or higher costs, which are reasonably necessary, these costs are eligible for reimbursement. The integral judicial and execution costs incurred shall also be borne by the Customer.

Article 17 - Retention of title

1. Insofar as the Customer would not have made an advance payment for the entire order, all items delivered by Boeckenhoff Balance & Business shall remain the property of Boeckenhoff Balance & Business until the Customer has fulfilled all of the following obligations from all Agreements concluded with Boeckenhoff Balance & Business.

2. Client is not authorized to pledge or otherwise encumber the goods falling under the retention of title if ownership has not yet been transferred in full.

3. If third parties seize items delivered subject to retention of title or wish to establish or assert rights to them, Customer is obliged to inform Boeckenhoff Balance & Business as soon as can reasonably be expected.

4. In the event that Boeckenhoff Balance & Business wishes to exercise its property rights as indicated in this article, Client shall give unconditional and irrevocable permission and authorization to Boeckenhoff Balance & Business or third parties to be appointed by Boeckenhoff Balance & Business, to enter all places where the property of Boeckenhoff Balance & Business is located and to take back these goods.

5. Boeckenhoff Balance & Business shall be entitled to retain the Products purchased by the Customer, if the Customer has not yet fulfilled his payment obligations (in full), despite an obligation to transfer or hand over the Products by Boeckenhoff Balance & Business. After Customer has fulfilled its obligations, Boeckenhoff Balance & Business shall make every effort to deliver the purchased Products to Customer as soon as possible, but within 20 working days at the latest.

6. Costs and other (consequential) damage as a result of keeping the purchased Products in custody shall be at the expense and risk of Customer and shall be reimbursed by Customer to Boeckenhoff Balance & Business on first request.

Article 18 - Warranty

Boeckenhoff Balance & Business guarantees that the Products meet the Agreement, the specifications stated in the offer, usability and/or soundness and the legal rules/regulations at the time of concluding the Agreement. This also applies if the items to be delivered are intended for use abroad and Customer has expressly notified Boeckenhoff Balance & Business in writing of this use at the time of entering into the Agreement.

Article 19 - Privacy, data processing and security

1. Boeckenhoff Balance & Business will handle the (personal) data of the Customer with care and will only use it in accordance with the applicable standards. If requested, Boeckenhoff Balance & Business shall inform the person concerned.

2. Client is responsible for the processing of data that is processed using a Boeckenhoff Balance & Business service. Customer also guarantees that the content of the data is not unlawful and does not violate any rights of third parties. In this context, Customer indemnifies Boeckenhoff Balance & Business against any (legal) claim related to this data or the execution of the Agreement.

3. If Boeckenhoff Balance & Business is required by the Agreement to provide security for information, this security shall comply with the agreed specifications and a security level that, given the state of the art, the sensitivity of the data, and the costs involved, is not unreasonable.

Article 20 - Suspension and dissolution

1. Boeckenhoff Balance & Business has the right to retain the data, data files and more received or realised by it if the Customer has not yet fulfilled its payment obligations (in full). This right shall remain in force without prejudice if a reason justified by Boeckenhoff Balance & Business arises that justifies suspension in that case.
2. Boeckenhoff Balance & Business is entitled to suspend the fulfilment of its obligations as soon as Client is in default of fulfilling any obligation arising from the Agreement, including late payment of its invoices. The suspension will immediately be confirmed to the Client in writing.
3. In this case, Boeckenhoff Balance & Business shall not be liable for any damage, for whatever reason, resulting from the suspension of its activities.
4. Boeckenhoff Balance & Business shall also be entitled to dissolve the Agreement or have it dissolved without prior notice of default if circumstances arise of such a nature that fulfilment of the Agreement is impossible or can no longer be demanded in accordance with the requirements of reasonableness and fairness, or if other circumstances arise of such a nature that maintaining the Agreement unaltered cannot reasonably be expected.
5. In this case, Boeckenhoff Balance & Business shall not be liable for any damage, for whatever reason, resulting from the suspension of its activities.
6. If the Agreement is dissolved, the claims of Boeckenhoff Balance & Business on the Customer shall be immediately due and payable. When Boeckenhoff Balance & Business suspends fulfilment of the obligations, it shall retain its claims under the law and Agreement.
7. The suspension (and/or dissolution) shall not affect Customer's payment obligations for work already performed. In addition, Customer is obligated to reimburse Boeckenhoff Balance & Business for any financial loss suffered by Boeckenhoff Balance & Business as a result of Customer's default.
8. Boeckenhoff Balance & Business retains the right to claim damages at all times.

Article 21 - Force Majeure

1. Boeckenhoff Balance & Business is not liable if as a result of a force majeure situation it cannot fulfil its obligations under the Agreement, nor can it be held to fulfil any obligation if it is prevented from doing so as a result of a circumstance that is not its fault and for which it cannot be held accountable by virtue of the law, legal act or generally accepted practice.
2. Force majeure shall in any case be taken to mean, but is not limited to, that which is understood in this respect in the law and in case law, (i) force majeure of suppliers of Boeckenhoff Balance & Business, (ii)

failure to properly fulfil obligations of suppliers prescribed or recommended by Customer to Boeckenhoff Balance & Business, (iii) defectiveness of items, equipment, software or materials from third parties, (iv) government measures, (v) power failure, (vi) failure of internet, data network and telecommunication facilities (for example due to cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes at the company of Boeckenhoff Balance & Business (xi) fire and (xii) other situations which, in the opinion of Boeckenhoff Balance & Business, fall outside its sphere of influence that temporarily or permanently prevent the fulfilment of its obligations.

3. Boeckenhoff Balance & Business shall be entitled to invoke force majeure if the circumstance preventing (further) performance arises after Boeckenhoff Balance & Business should have fulfilled its obligation.

4. The parties may suspend the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two months, each of the parties will be entitled to dissolve the Agreement without any obligation to compensate the other party for damages.

5. Insofar as Boeckenhoff Balance & Business has already partially fulfilled its obligations arising from the Agreement at the time when force majeure arises or will be able to fulfil them and insofar as independent value can be attributed to the part already fulfilled or still to be fulfilled respectively, Boeckenhoff Balance & Business shall be entitled to invoice the part already fulfilled or still to be fulfilled respectively. Customer is obliged to pay this invoice as if it were a separate Agreement.

Article 22 - Limitation of liability

1. If any result set forth in the Agreement is not achieved, a failure on the part of Boeckenhoff Balance & Business shall be deemed to exist only if Boeckenhoff Balance & Business expressly promised this result upon acceptance of the Agreement.

2. In the event of an attributable shortcoming on the part of Boeckenhoff Balance & Business, Boeckenhoff Balance & Business shall only be obliged to pay any compensation if Client has declared Boeckenhoff Balance & Business to be in default within 14 days of the discovery of the shortcoming and Boeckenhoff Balance & Business has subsequently failed to remedy this shortcoming within a reasonable period. The notice of default must be submitted in writing and contain such a precise description/substantiation of the shortcoming that Boeckenhoff Balance & Business is able to respond adequately.

3. Should the provision of Services by Boeckenhoff Balance & Business lead to Boeckenhoff Balance & Business being held liable, this liability shall be limited to the total amount invoiced as part of the Agreement, but only with regard to the direct damage suffered by the Customer unless the damage is the result of intent or recklessness bordering on intent on the part of Boeckenhoff Balance & Business. Direct

damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, establishing the cause of the damage, the direct damage, the liability and the method of recovery.

4. Boeckenhoff Balance & Business expressly excludes all liability for consequential loss. Boeckenhoff Balance & Business shall not be liable for indirect damage, trading loss, loss of profit and/or suffered loss, missed savings, damage due to business stagnation, loss of assets, damage due to delay, loss of interest and immaterial damage.

5. Boeckenhoff Balance & Business is not liable for theft and/or damage to or loss of (personal) property in and around the Boeckenhoff Balance & Business location.

6. Boeckenhoff Balance & Business is also not liable for physical injuries caused by injuries, participation in the sessions and/or accidents. Each participation of Customer or Participant takes place at the own risk and responsibility of the participating person. Client/Participant is solely responsible for the choice he/she makes to participate in a session. Any injuries or medication must be made known to Boeckenhoff Balance & Business prior to the use of the session. Boeckenhoff Balance & Business shall never be liable for (physical) damage resulting from this.

7. Customer shall indemnify Boeckenhoff Balance & Business for all claims by third parties as a result of a defect due to a service provided by Customer to a third party and which partly consisted of Services provided by Boeckenhoff Balance & Business, unless Customer can prove that the damage was solely caused by the service provided by Boeckenhoff Balance & Business.

8. Any advice provided by Boeckenhoff Balance & Business, based on incomplete and/or incorrect information provided by the Client, shall never constitute grounds for liability on the part of Boeckenhoff Balance & Business.

9. The content of the advice provided by Boeckenhoff Balance & Business is not binding and is of an advisory nature only. Customer shall decide for itself and at its own responsibility whether to follow the proposals and advice from Boeckenhoff Balance & Business mentioned herein. All consequences resulting from following the advice shall be at the expense and risk of Customer. Customer is at all times free to make its own choices that deviate from the advice given by Boeckenhoff Balance & Business. Boeckenhoff Balance & Business is not obliged to pay any form of restitution if this is the case.

10. If a third party is brought in by or on behalf of Client, Boeckenhoff Balance & Business shall never be liable for the actions and advice of the third party brought in by Client as well as the processing of results (of advice drawn up) of the third party brought in by Client in Boeckenhoff Balance & Business its own advice.

11. Boeckenhoff Balance & Business does not guarantee the correct and complete transmission of the content of and e-mail sent by/on behalf of Boeckenhoff Balance & Business, nor the timely receipt thereof.

12. Boeckenhoff Balance & Business is not liable for consequential damage, indirect damage, loss of profit and/or suffered loss, missed savings and damage as a result of the use of the delivered Products is excluded. For Consumers, a restriction applies in accordance with that which is permitted on the basis of Article 7:24 paragraph 2 of the Dutch Civil Code.

13. Boeckenhoff Balance & Business is not liable for and/or obliged to repair damage caused by the use of the Product. Boeckenhoff Balance & Business provides strict maintenance and user instructions that must be followed by the Customer. Any damage to Products caused by wearing and using is explicitly excluded from liability (this includes traces of use, damage caused by falling, light and water damage, theft, loss, etc.).

14. All claims from Customer due to shortcomings on the part of Boeckenhoff Balance & Business will lapse if they are not reported to Boeckenhoff Balance & Business in writing and with reasons within one year after Customer was aware or could reasonably have been aware of the facts on which it bases its claims. One year after the termination of the Agreement between the parties, the liability of Boeckenhoff Balance & Business will expire.

Article 23 - Transfer of risk

The risk of loss or damage to the Products that are the subject of the Agreement shall pass to Customer being a Business at the time the items leave Boeckenhoff Balance & Business's warehouse. For Consumers, the above-mentioned risk shall pass to Customer if the Products have been given into the control of Customer. This is the case if the Products have been delivered to the delivery address of Customer.

Article 24 - Secrecy

1. Boeckenhoff Balance & Business and Client undertake to keep confidential all confidential information obtained as part of an assignment. Confidentiality arises from the order and must also be assumed if it can be reasonably expected that confidential information is involved. Confidentiality shall not apply if the information concerned is already in the public domain/generally known, the information is not confidential and/or the information was not disclosed to Boeckenhoff Balance & Business during the course of the Agreement with the Customer and/or was obtained by Boeckenhoff Balance & Business in any other way.

2. In particular, the confidentiality concerns advice, reports, designs, working methods and/or reports drawn up by Boeckenhoff Balance & Business concerning the order from the Customer. The Customer is expressly forbidden to share the content of this with employees who are not authorized to take cognizance thereof and with (unauthorized) third parties. Furthermore, Boeckenhoff Balance & Business shall always exercise the necessary care in handling all business-sensitive information provided by the Client.

3. If Boeckenhoff Balance & Business, on the basis of a legal provision or a judicial decision, is obliged to provide (communicate) confidential information to a third party indicated by the law or a competent judge, and Boeckenhoff Balance & Business cannot appeal to a right to refuse to give evidence, Boeckenhoff Balance & Business shall not be obliged to pay any compensation and the Customer shall not be entitled to dissolve the Agreement.

4. The transfer or dissemination of information to third parties and/or publication of productions provided by Boeckenhoff Balance & Business to third parties requires the written permission of Boeckenhoff Balance & Business, unless such permission has been expressly agreed in advance. Customer shall indemnify Boeckenhoff Balance & Business for any claims by such third parties resulting from reliance on such information disseminated without Boeckenhoff Balance & Business' written permission.

5. Boeckenhoff Balance & Business and Client shall also impose the obligation of confidentiality on any third party they engage.

Article 25 - Intellectual Property Rights

1. All IP rights and copyrights of Boeckenhoff Balance & Business including in any case, but not limited to, all designs, models, reports and advice rest exclusively with Boeckenhoff Balance & Business and shall not be transferred to Customer unless expressly agreed otherwise. .

2. If it is agreed that one or more of the aforementioned items and/or works of Boeckenhoff Balance & Business will be transferred to the Customer, Boeckenhoff Balance & Business shall be entitled to enter into a separate Agreement for this and to demand appropriate financial compensation from the Customer. Such compensation must be paid by Customer before it acquires the goods and/or works in question with the applicable IP rights.

3. Customer is prohibited from disclosing and/or reproducing, modifying or making available to third parties (including use for commercial purposes) all documents and software that are subject to the IP rights and copyrights of Boeckenhoff Balance & Business without express prior written permission from Boeckenhoff Balance & Business. If Client wishes to make changes to items delivered by Boeckenhoff Balance & Business, Boeckenhoff Balance & Business must explicitly approve the intended changes.

4. Client is prohibited from using the items and documents that are subject to Boeckenhoff Balance & Business' intellectual property rights in any other way than agreed upon in the Agreement.
5. The Parties will inform each other and take joint action if an IPR infringement occurs.

Article 26 - Indemnification and accuracy of information

1. Customer is responsible for the accuracy, reliability and completeness of all data, information, documents and/or records, in whatever form, that it provides to Boeckenhoff Balance & Business as part of an Agreement, as well as for the data that it has obtained from third parties and which has been provided to Boeckenhoff Balance & Business for the purpose of executing the Service.
2. Client shall indemnify Boeckenhoff Balance & Business from any liability as a result of not fulfilling or not fulfilling in a timely manner the obligations concerning the timely provision of all correct, reliable and complete data, information, documents and/or records.
3. Customer shall indemnify Boeckenhoff Balance & Business against all claims by Customer and third parties brought in by it or working under it, as well as customers of Customer, based on not obtaining (on time) any subsidies and/or permissions required in the framework of implementing the Agreement.
4. Customer shall indemnify Boeckenhoff Balance & Business against any claims from third parties who suffer damage in connection with the execution of the Agreement and which is attributable to Customer.
5. Customer shall indemnify Boeckenhoff Balance & Business for all claims by third parties arising from work performed for Customer, including but not limited to intellectual property rights on data and information provided by Customer that can be used in performing the Agreement and/or acts or omissions by Customer towards third parties.
6. If Customer provides electronic files, software or information carriers to Boeckenhoff Balance & Business, Customer guarantees that they are free of viruses and defects.

Article 27 - Complaints

1. If Customer is not satisfied with the service provided by Boeckenhoff Balance & Business or has any other complaints about the execution of his order, Customer is obliged to report these complaints as soon as possible, but at the latest within 14 calendar days after the relevant reason that led to the complaint. Complaints can be reported verbally or in writing via balanceandbusiness@gmail.com with the subject "Complaint".

2. The complaint must be sufficiently substantiated and/or explained by the Customer in order for Boeckenhoff Balance & Business to process the complaint.
3. Boeckenhoff Balance & Business will respond to the complaint in terms of content as soon as possible, but no later than 14 calendar days after receipt of the complaint.
4. The parties will try to reach a solution together.

Article 28 - Applicable law

1. Dutch law shall apply to the legal relationship between Boeckenhoff Balance & Business and the Customer.
2. Boeckenhoff Balance & Business has the right to change these general terms and conditions and will inform Client of this.
3. All disputes arising from or as a result of the Agreement between Boeckenhoff Balance & Business and Customer shall be settled by the competent court of the Midden-Nederland District Court, location Utrecht, unless provisions of mandatory law indicate another competent court.

Utrecht, January 26, 2021.